

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

CHRISTINE LANE
1475 Rupert Road
Pottstown, PA 19464

Plaintiff,

v.

ELIZABETH SNYDER
1012 E. Philadelphia Avenue
Gilbertsville, PA 19525

and

MAIN STREET FINANCIAL
PARTNERS, LLC

1012 E. Philadelphia Avenue
Gilbertsville, PA 19525

and

ELIZABETH SNYDER REAL
ESTATE, LLC

7605 Hillview Circle
Coopersburg, PA 18036

Defendants.

CIVIL ACTION

No. _____

JURY TRIAL DEMANDED

CIVIL ACTION COMPLAINT

Plaintiff, by and through her undersigned counsel, hereby avers as follows:

I. INTRODUCTION

1. This action has been initiated by Christine Lane (hereinafter referred to as "Plaintiff," unless indicated otherwise) for violations of the Fair Labor Standards Act ("FLSA" - 29 U.S.C. 201, *et. seq.*) and applicable state law(s). Plaintiff asserts herein that she was not paid wages or overtime compensation in accordance with applicable state and federal laws and that her retaliatory termination promptly followed complaints of such illegality. As a direct consequence of Defendants' actions, Plaintiff seeks damages as set forth herein.

II. JURISDICTION AND VENUE

2. This Court, in accordance with 28 U.S.C. 1331, has jurisdiction over Plaintiff's claims because they arise under a federal law - the FLSA. There is supplemental jurisdiction over Plaintiff's state-law claims herein because they arise out of the same common nucleus of operative facts as Plaintiff's federal claim(s) set forth in this lawsuit.

3. This Court may properly maintain personal jurisdiction over Defendants because Defendants' contacts with this state and this judicial district are sufficient for the exercise of jurisdiction over Defendants to comply with traditional notions of fair play and substantial justice, satisfying the standard set forth by the United States Supreme Court in International Shoe Co. v. Washington, 326 U.S. 310 (1945) and its progeny.

4. Pursuant to 28 U.S.C. § 1391(b)(1) and (b)(2), venue is properly laid in this district because all of the acts and/or omissions giving rise to the claims set forth herein occurred in this judicial district.

III. PARTIES

5. The foregoing paragraphs are incorporated herein in their entirety as if set forth in full.

6. Plaintiff is an adult individual, with an address as set forth in the caption.

7. Defendant Main Street Financial Partners, LLC (hereinafter "Defendant MSFP") is a brokerage focusing in selling and providing financial and insurance products and/or advice to the general public, retirement planning and Medicare coordination. This entity operates at the above-captioned address in Pennsylvania.

8. Defendant Elizabeth Snyder Real Estate, LLC (hereinafter "Defendant ESRE") is a company registered with the Commonwealth of Pennsylvania at the above-captioned address and an entity engaging in the sale of real estate.

9. Elizabeth Snyder (hereinafter "Defendant Snyder") is the owner, primary shareholder, and high-level operations manager (and President) of Defendants MSFP and ESRE.

10. At all times relevant herein, Defendants acted by and through their agents, servants and employees, each of whom acted at all times relevant herein in the course and scope of their employment with and for Defendants.

IV. FACTUAL BACKGROUND

11. The foregoing paragraphs are incorporated herein in their entirety as if set forth in full.

12. Plaintiff became employed with Defendants on or about June 11, 2018. In total, Plaintiff was employed with Defendants for approximately 3 months, through on or about September 10, 2018.

13. The phrase "became employed with Defendants" is used herein because upon hire and through termination, Plaintiff performed work for anything Defendant Snyder desired, requested or needed related to anything she did to generate money (including for any of her businesses). By way of further clarification:

- (A) Plaintiff was informed upon hire by Defendant Snyder she would be assisting with all types of financial or brokerage work within Defendant MSFP, which operated within 2 separate locations (Gilbertsville and Bethlehem);
- (B) Plaintiff processed miscellaneous paperwork, helped organize the office, sent and received documents, and generally processed information for Defendant MSFP related to income generation and production for all types of insurance sales products;

(C) Plaintiff was also regularly directed to help process paperwork and coordinate matters for Defendant Snyder's real-estate operations, sales and showings; and

(D) Plaintiff was used as personal assistant in many ways by being sent on personal errands whenever requested by Defendant Snyder.

14. Although Plaintiff performed a hybrid role consisting of duties which included but were not limited to sales, secretary, receptionist, office coordination, and personal assistant, she was *only paid* through Defendant MSFP for all of her work and compensation (despite consistently working for Defendant Snyder and all of her business interests).

15. Plaintiff was paid by Defendants on a bi-weekly basis, every 2 weeks. Plaintiff was paid hourly, her pay would fluctuate during pay periods, and she was never paid a set salary. *See e.g.* 4 Pay Stubs, attached collectively hereto as "Exhibit A" (illustrating pay fluctuated each week).

16. Plaintiff was paid at a rate of \$14.00 per hour through her employment with Defendants, also identified under "RATE" in Plaintiff's paystubs. *See* "Exhibit A."

17. There is no applicable state or federal overtime exemption from overtime pay entitlements which would apply to Plaintiff for 2 reasons. First, she didn't have primary duties which would make her exempt. Second, she was paid hourly which *automatically bars* the applicability of any potential exemption. Thus, it could not be disputed that Plaintiff was at all times during her employment *a non-exempt employee*.

18. Despite Plaintiff being obviously non-exempt and entitled to overtime, Defendants simply *refused* to pay Plaintiff overtime compensation. A review of "Exhibit A" attached hereto shows that in pay periods wherein Plaintiff regularly worked overtime, she was still paid at the same hourly rate of \$14.00 per hour for any overtime worked *instead of* \$21.00 per hour.

19. For example, in the paystub (as part of Exhibit A) for “pay period” 7/22/18 – 8/4/08, Plaintiff worked 97 hours (17 hours of overtime). Plaintiff’s gross pay for the pay period was \$1358.00, which divisibly by \$14.00 is 97 (the exact amount of hours Plaintiff was identified as having worked that period). This illustrates Plaintiff was **never** paid at a rate of time and one half of her normal hourly rate for hours in excess of 40 per week.

20. Plaintiff was only paid at her regular hourly pay rate for each and every worked despite consistently averaging 5-10 hours of overtime per week, also commonly known or referred to as only paying employees “straight time” for overtime hours.

21. Defendants were aware of their overtime obligations because *inter alia*:

- (A) Plaintiff specifically expressed concerns of non-receipt of full overtime compensation on multiple occasions. Defendant Snyder conceded knowing of the obligation but defended she would make it up to Plaintiff in other ways financially going forward.
- (B) Defendant Snyder, an owner and operator of multiple businesses, is sophisticated and despite it being common knowledge that overtime is paid to hourly employees - - she also is very business savvy and knew specifically of her obligations while refusing to do so.
- (C) Defendant Snyder issued payroll directly from her own business and intentionally omitted from her pay stubs any reference to “overtime” and instead included all hours as regular pay. *See* Exhibit A.
- (D) Defendant Snyder had printouts of specific time worked by Plaintiff wherein the automated printouts specifically delineated Plaintiff’s overtime hours as “OT.” *See e.g.* “Exhibit B.” But Defendant Snyder concealed the OT worked in actual paystubs and still refused to compensate Plaintiff any differently despite seeing each payroll period that Plaintiff worked overtime hours.

22. Defendants' actions clearly did not demonstrate good-faith compliance with the FLSA, which is why liquidated (double) damages are "automatically" warranted.¹

23. In the last month of her employment, Plaintiff engaged in protected activity by expressing concerns of non-compliance with overtime law(s) to Defendant Snyder.

24. Instead of addressing Plaintiff's concerns as aforesaid, Plaintiff was terminated in close temporal proximity to her concerns and request for proper compensation (protected activity).²

25. Plaintiff was informed her termination was due to a reorganization, implying she was being laid off for a closing of her location. Instead, her location was remodeled and Plaintiff was replaced.

26. Plaintiff thus asserts multiple claims herein: (1) unpaid wages and overtime; and (2) unlawful termination from employment for retaliatory reasons. Plaintiff was also terminated

¹ See e.g. *Solis v. Min Fang Yang*, 345 Fed. Appx. 35 (6th Cir. 2009)(Affirming award of liquidated damages explaining "under the Act, liquidated damages are compensation, not a penalty or punishment, and no special showing is necessary for the awarding of such damages. Rather, they are considered the norm and have even been referred to by this court as mandatory."); *Gayle v. Harry's Nurses Registry, Inc.*, 594 Fed. Appx. 714, 718 (2d Cir. 2014)(Affirming award of liquidated damages explaining there is an automatic "presumption" of liquidated damages and "double damages are the norm, single damages the exception," as the burden to avoid liquidated damages is a "difficult burden."); *Haro v. City of Los Angeles*, 745 F.3d 1249 (9th Cir. 2014)(Affirming award of liquidated damages explaining they are the "norm" and "mandatory" unless the employer can establish the very "difficult burden" of subjective and objective attempts at FLSA compliance); *Chao v. Barbeque Ventures, LLC*, 547 F.3d 938, 942 (8th Cir. 2008)(Affirming award of liquidated damages explaining that the employer mistakenly argues its non-compliance was not willful, misunderstanding the high burden to show affirmative steps of attempted compliance and research of the FLSA and separately that its diligence and belief in non-payment of overtime was also objectively reasonable.); *Chao v. Hotel Oasis, Inc.*, 493 F.3d 26 (1st Cir. 2007)(Affirming award of liquidated damages explaining that they will always be considered the "norm" in FLSA cases); *Lockwood v. Prince George's County*, 2000 U.S. App. LEXIS 15302 (4th Cir. 2000)(Affirming award of liquidated damages explaining they are the "norm" and that an employer may not take an ostrich-like approach and refuse to research its obligations under the FLSA and to objectively explain why it failed to comply with the FLSA); *Uphoff v. Elegant Bath, Ltd.*, 176 F.3d 399 (7th Cir. 1999)(Reversing the district court for not awarding liquidated damages, as doubling unpaid overtime is the rule, not an exception); *Nero v. Industrial Molding Corp.*, 167 F.3d 921 (5th Cir. 1999)(Affirming award of liquidated damages, as there is a presumption of entitlement to liquidated damages which are the norm).

² See *Kasten v. Saint-Gobain Performance Plastics Corp.*, 563 U.S. 1, 8, 131 S. Ct. 1325, 1331 (2011)(verbal complaints of unpaid overtime are protected activity under the FLSA prohibiting retaliation)

right before she was to get a pay increase as previously discussed and other entitlements demonstrating clear animosity for her prior protected activities.

27. Defendant Snyder personally oversaw operations, was a high-level manager and owner, condoned and perpetuated unlawful pay to employees and evaded wage or overtime obligations. Defendant Snyder was aware of such violations, caused such violations, and exercised full control over the illegal schemes as aforesaid. She is thus also personally liable for such claims herein, as well as for the retaliatory termination of Plaintiff.³

Count I
Violations of the Fair Labor Standards Act ("FLSA")
(Failure to Pay Overtime & Retaliatory Termination)
- Against All Defendants -

28. The foregoing paragraphs are incorporated herein in their entirety as if set forth in full.

29. Defendants have and continue to be an enterprise and employer under the FLSA, and Defendants had a clear responsibility to pay Plaintiff overtime compensation.

30. Plaintiff was not properly paid for all owed overtime as explained *supra*. And such actions constitute indefensible violations of the Fair Labor Standards Act ("FLSA").

31. Plaintiff was terminated from Defendants because she raised concerns of unpaid overtime with Defendants, which constitutes unlawful termination.

³ See e.g. *Haybarger v. Lawrence Cty. Adult Prob. & Parole*, 667 F.3d 408, 414 (3d Cir. 2012)(managers and corporate officers exercising control over wages are appropriate defendants under the FLSA and may be individually liable for such violations).

Count II
Violations of the Pennsylvania Minimum Wage Act ("PMWA")
(Failure to Pay Overtime Compensation)
- Against All Defendants -

32. The foregoing paragraphs are incorporated herein in their entirety as if set forth in full.

33. Plaintiff was not properly paid for all owed overtime as explained *supra*. And such actions constitute indefensible violations of the Pennsylvania Minimum Wage Act ("PMWA"), also permitting individual liability.

Count III
Violations of the Pennsylvania Wage & Collection Law ("PWCL")
(Failure to Pay Full Wage(s) Owed)
- Against All Defendants -

34. The foregoing paragraphs are incorporated herein in their entirety as if set forth in full.

35. Plaintiff believes and therefore avers that she was not properly paid for all time worked through her 40 hour workweeks including for breaks, for improper deductions, and for off-the clock work.

36. Defendants' failure to pay Plaintiff her full wages for her first 40 hours of work in several weeks even where Plaintiff worked additional time constitutes a violation of the PWCL.

WHEREFORE, Plaintiff prays that this Court enter an Order providing that:

A. Defendants are to promulgate and adhere to a policy prohibiting wage and overtime and wage violations;

B. Defendants are to compensate Plaintiff, reimburse Plaintiff, and make Plaintiff whole for any and all pay and benefits Plaintiff would have received had it not been for

Defendants' wrongful actions, including but not limited to all owed wages, overtime, and other applicable compensation;

C. Plaintiff is to be awarded actual damages to which he legally entitled beyond those already specified herein;

D. Plaintiff is to be awarded punitive or liquidated damages as permitted by applicable law;

E. Plaintiff is to be accorded other equitable relief as the Court deems just, proper, and appropriate;

F. Plaintiff is to be awarded the costs and expenses of this action and a reasonable attorney's fees if permitted by applicable law; and

G. Plaintiff is permitted to have a trial by jury.

Respectfully submitted,

KARPF, KARPF & CERUTTI, P.C.

A handwritten signature in black ink, appearing to read 'Ari R. Karpf', is written over a horizontal line.

Ari R. Karpf, Esquire
3331 Street Road
Building 2, Suite 128
Bensalem, PA 19020
(215) 639-0801

Dated: January **22, 2019**

Exhibit A

MAIN STREET FINANCIAL PARTNERS LLC
GILBERTSVILLE PA 19525

PAYROLL VOUCHER
CO. NO. 17812

GILBERTSVILLE PA 19320

DEPT NO	EMPL NO	EMPLOYEE NAME	TAXPAYER ID	FED WH STATUS	PAY PERIOD	CHECK DATE	DIR DEP NO		
1	15	CHRISTINE E LANE	XXX-XX-4928	S 5	6/10/18-6/23/18	6/29/18	35		
EARNINGS	HOURS/UNITS	RATE	THIS PAY	DEDS	THIS PAY	Y-T-D	DESCR	THIS PAY	Y-T-D
REG	89.50	14.000	1253.00	SOCSEC	77.69	77.69	GROSS	1253.00	1253.00
				MDCARE	18.17	18.17			
				FED WH	31.26	31.26			
				PA TAX	38.47	38.47			
				CTY TX	12.53	12.53			
				SUI	.75	.75			
				LST	2.00	2.00			
TOTAL PAY			1253.00	TOTAL DEDUCTIONS		180.87	NET PAY		1072.13

TAXABLE WAGES		
	THIS PAY	YTD
FEDERAL	1253.00	1253.00
SOCSEC	1253.00	1253.00
MDCARE	1253.00	1253.00
STATE	1253.00	1253.00
LOCAL	1253.00	1253.00

PAY STATEMENT

PLEASE VERIFY YOUR NAME, ADDRESS AND FEDERAL STATUS.

MAIN STREET FINANCIAL PARTNERS LLC

GILBERTSVILLE PA 19525

PAYROLL VOUCHER

CO. NO. 17812

DEPT NO	EMPL NO	EMPLOYEE NAME	TAXPAYER ID	FED WH STATUS	PAY PERIOD	CHECK DATE	ORDER NO		
1	15	CHRISTINE E LANE	XXX-XX-4928	S 5	7/08/18-7/21/18	7/27/18	42		
EARNINGS	HOURS/UNITS	RATE	THIS PAY	DEDS	THIS PAY	Y-T-D	DESCR	THIS PAY	Y-T-D
REG	72.00	14.000	1008.00	SOCSEC	62.50	209.63	GROSS	1008.00	3381.00
				MDCARE	14.62	49.03			
				FED WH	6.76	55.98			
				PA TAX	30.95	103.80			
				CTY TX	10.08	33.81			
				SUI	.60	2.02			
				LST	2.00	6.00			
TOTAL PAY			1008.00	TOTAL DEDUCTIONS		127.51	NET PAY	880.49	

TAXABLE WAGES		
	THIS PAY	YTD
FEDERAL	1008.00	3381.00
SOCSEC	1008.00	3381.00
MDCARE	1008.00	3381.00
STATE	1008.00	3381.00
LOCAL	1008.00	3381.00

PAY STATEMENT

MAIN STREET FINANCIAL PARTNERS LLC
GILBERTSVILLE PA 19525

PAYROLL VOUCHER

CO. NO. 17812

GILBERTSVILLE PA 19525

DEPT NO	EMPL NO	EMPLOYEE NAME	TAXPAYER ID	FED WH STATUS	PAY PERIOD	CHECK DATE	ORDER NO		
1	15	CHRISTINE E LANE	XXX-XX-4928	S 5	7/22/18-8/04/18	8/10/18	47		
EARNINGS	HOURS/UNITS	RATE	THIS PAY	DEDS	THIS PAY	Y-T-D	DESCR	THIS PAY	Y-T-D
REG	97.00	14.000	1358.00	SOCSEC	84.20	293.83	GROSS	1358.00	4739.00
				MDCARE	19.69	68.72			
				FED WH	42.79	98.77			
				PA TAX	41.69	145.49			
				CTY TX	13.58	47.39			
				SUI	.81	2.83			
				LST	2.00	8.00			
TOTAL PAY			1358.00	TOTAL DEDUCTIONS		204.76	NET PAY	1153.24	

TAXABLE WAGES		
	THIS PAY	YTD
FEDERAL	1358.00	4739.00
SOCSEC	1358.00	4739.00
MDCARE	1358.00	4739.00
STATE	1358.00	4739.00
LOCAL	1358.00	4739.00

PAY STATEMENT

MAIN STREET FINANCIAL PARTNERS LLC
GILBERTSVILLE PA 19525

PAYROLL VOUCHER

CO. NO. 17812

GILBERTSVILLE PA 19525									
DEPT NO	EMPL NO	EMPLOYEE NAME		TAXPAYER ID	FED WH STATUS		PAY PERIOD	CHECK DATE	DIR/DEP NO
1	15	CHRISTINE E LANE		XXX-XX-4928	S 5		8/05/18-8/18/18	8/24/18	52
EARNINGS	HOURS/UNITS	RATE	THIS PAY	DEDS	THIS PAY	Y-T-D	DESCR	THIS PAY	Y-T-D
REG	80.00	14.000	1120.00	SOCSEC	69.44	363.27	GROSS	1120.00	5859.00
				MDCARE	16.24	84.96			
				FED WH	17.96	116.73			
				PA TAX	34.38	179.87			
				CTY TX	11.20	58.59			
				SUI	.67	3.50			
				LST	2.00	10.00			
TOTAL PAY			1120.00	TOTAL DEDUCTIONS		151.89	NET PAY	968.11	

TAXABLE WAGES		
	THIS PAY	YTD
FEDERAL	1120.00	5859.00
SOCSEC	1120.00	5859.00
MDCARE	1120.00	5859.00
STATE	1120.00	5859.00
LOCAL	1120.00	5859.00

PAY STATEMENT

Exhibit B

Tina Lane

08/18/2018 to 08/31/2018

Regular	PTO	OT	DT	Total Hours
80.00	0.00	11.12	0.00	91.12

Time In	Time out	Duration	Job	
August 20, 2018				9.07
8:02am	5:06pm	9h 4m	In Office - BTH	
August 21, 2018				9.52
8:10am	11:37am	3h 27m	In Office - BTH	
12:15pm	1:30pm	1h 15m	In Office - BTH	
1:30pm	6:19pm	4h 49m	In Office - BTH	
August 22, 2018				8.87
8:28am	5:20pm	8h 52m	In Office - GBV	
NOTES: Fixed Job				
August 23, 2018				8.83
8:30am	5:20pm	8h 50m	In Office - GBV	
August 24, 2018				10.22
8:29am	6:42pm	10h 13m	In Office - GBV	
August 27, 2018				8.95
8:25am	5:22pm	8h 57m	In Office - GBV	
August 28, 2018				8.50
8:30am	5:00pm	8h 30m	In Office - GBV	
NOTES: Adjusted by BJM				
August 29, 2018				9.10
8:34am	5:40pm	9h 6m	In Office - GBV	
August 30, 2018				8.86
8:38am	10:28am	1h 50m	In Office - BTH	
10:28am	5:30pm	7h 2m	In Office - GBV	
NOTES: adj by BJM				
August 31, 2018				9.20
8:00am	5:12pm	9h 12m	In Office - GBV	

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

CASE MANAGEMENT TRACK DESIGNATION FORM

Chirstine Lane

CIVIL ACTION

v.

Elizabeth Snyder, et al.

NO.

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.

SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:

- (a) Habeas Corpus – Cases brought under 28 U.S.C. § 2241 through § 2255. ()
- (b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ()
- (c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. ()
- (d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ()
- (e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) ()
- (f) Standard Management – Cases that do not fall into any one of the other tracks. (X)

1/22/2019

Date


Attorney-at-law

Plaintiff

Attorney for

(215) 639-0801

(215) 639-4970

akarpf@karpf-law.com

Telephone

FAX Number

E-Mail Address

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

DESIGNATION FORM

(to be used by counsel or pro se plaintiff to indicate the category of the case for the purpose of assignment to the appropriate calendar)

Address of Plaintiff: 1475 Rupert Road, Pottstown, PA 19464

Address of Defendant: 1012 E. Philadelphia Avenue, Gilbertsville, PA 19525

Place of Accident, Incident or Transaction: Defendants place of business

RELATED CASE, IF ANY:

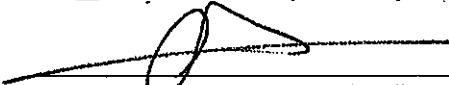
Case Number: _____ Judge: _____ Date Terminated: _____

Civil cases are deemed related when **Yes** is answered to any of the following questions:

- | | | |
|--|------------------------------|--|
| 1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action of this court? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |

I certify that, to my knowledge, the within case ☐ is / ☒ is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: 1/22/2019


Attorney-at-Law / Pro Se Plaintiff

ARK2484 / 91538

Attorney I.D. # (if applicable)

CIVIL: (Place a ☒ in one category only)

A. Federal Question Cases:

- ☐ 1. Indemnity Contract, Marine Contract, and All Other Contracts
- ☐ 2. FELA
- ☐ 3. Jones Act-Personal Injury
- ☐ 4. Antitrust
- ☐ 5. Patent
- ☒ 6. Labor-Management Relations
- ☐ 7. Civil Rights
- ☐ 8. Habeas Corpus
- ☐ 9. Securities Act(s) Cases
- ☐ 10. Social Security Review Cases
- ☐ 11. All other Federal Question Cases

(Please specify): _____

B. Diversity Jurisdiction Cases:

- ☐ 1. Insurance Contract and Other Contracts
- ☐ 2. Airplane Personal Injury
- ☐ 3. Assault, Defamation
- ☐ 4. Marine Personal Injury
- ☐ 5. Motor Vehicle Personal Injury
- ☐ 6. Other Personal Injury (Please specify): _____
- ☐ 7. Products Liability
- ☐ 8. Products Liability - Asbestos
- ☐ 9. All other Diversity Cases

(Please specify): _____

ARBITRATION CERTIFICATION

(The effect of this certification is to remove the case from eligibility for arbitration.)

I, Ari R. Karpf, counsel of record or pro se plaintiff, do hereby certify:

☒ Pursuant to Local Civil Rule 53.2, § 3(c) (2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs:

☐ Relief other than monetary damages is sought.

DATE: 1/22/2019


Attorney-at-Law / Pro Se Plaintiff

ARK2484 / 91538

Attorney I.D. # (if applicable)

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

LANE, CHRISTINE

(b) County of Residence of First Listed Plaintiff Montgomery
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Karpf, Karpf & Cerutti, P.C.; 3331 Street Road, Two Greenwood Square,
Suite 128, Bensalem, PA 19020; (215) 639-0801; akarpf@karpf-law.com

DEFENDANTS

ELIZABETH SNYDER, ET AL.

County of Residence of First Listed Defendant Montgomery
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff ☒ 3 Federal Question (U.S. Government Not a Party)
- 2 U.S. Government Defendant ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|-----|-----|---|-----|-----|
| Citizen of This State | 1 | 1 | Incorporated or Principal Place of Business In This State | 4 | 4 |
| Citizen of Another State | 2 | 2 | Incorporated and Principal Place of Business In Another State | 5 | 5 |
| Citizen or Subject of a Foreign Country | 3 | 3 | Foreign Nation | 6 | 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input checked="" type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
 ☐ 2 Removed from State Court
 ☐ 3 Remanded from Appellate Court
 ☐ 4 Reinstated or Reopened
 ☐ 5 Transferred from Another District (specify)
 ☐ 6 Multidistrict Litigation - Transfer
 ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
FLSA (29USC201)

Brief description of cause:
 Violations of the FLSA and applicable state law(s).

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.
 DEMAND \$ _____

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE _____

DOCKET NUMBER _____

DATE 1/22/2019

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # _____

AMOUNT _____

APPLYING IFP _____

JUDGE _____

MAG. JUDGE _____

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